

Agenda/Legislative Management System

Request for Qualifications and Pricing



Released: Monday, September 26, 2016

Due: Friday, October 14, 2016, 2:30 PM

RFQ #17-11



Request for Qualifications and Pricing

Agenda/Legislative Management System

The Town of Groton is evaluating vendors to satisfy its town-wide agenda/legislative management needs through the selection and implementation of new Agenda/Legislative Management System (ALMS). The Town is interested in contracting with qualified vendors to purchase, configure, install, and support a system for all Town departments through this Request for Qualifications and Pricing (RFQ) and selection process.

- Response instructions are contained in **Sections 3, 4, and 5** of the RFQ document.
- **Section 5** of the RFQ contains feature/function and other information worksheets. Please complete these worksheets using the electronic forms (Excel format) and as directed in the RFQ instructions.
- Effort has been made to keep the RFQ and feature/function listing as brief as possible.
- The response should include all costs associated with training, implementation, hardware specifications, conversion assistance, and annual maintenance and support.

- **Questions** related to this RFQ are to be directed, in writing, to John Piacenza, Purchasing Agent by e-mail at jpiacenza@groton-ct.gov no later than **Tuesday, October 4, 2016**. Only written questions submitted by email by the above stated date will be accepted.

- Please submit your response by 2:30 pm local time **Friday, October 14, 2016** electronically (1 CD) and in hard copy, as follows:

Printed: **Six (6) copies and (1 CD) sent to:**

John Piacenza
Purchasing Agent
Town of Groton
45 Fort Hill Road
Groton, CT 06340

Thank you for your participation. We look forward to reviewing your response.

Sincerely,

John Piacenza
Purchasing Agent



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1. Project Objectives and Process

Purpose

The Town is interested in identifying a cost-efficient and effective solution to meet its Agenda/Legislative Management needs. The purpose of this RFQ is to procure an Agenda/Legislative Management system (ALMS) that can satisfy the capabilities listed under the “System Functionality Requirements” section of this RFQ.

Several Town Departments are currently using Legistar 4.8 Agenda Management system. The majority of its usage is for managing the Town Council and Representative Town Meeting (RTM) meetings. The Public Works Department also uses Legistar for their meetings.

The Town is looking for the best overall solution to meet their current and future needs. It is understood that there is no perfect solution and that the applicable vendors may vary in their capabilities to meet the Town of Groton’s overall system needs.

Objective

The objectives for this project are to:

- Improve the processes of scheduling, preparing, managing, conducting and documenting Council, Commission, Board and Authority meetings and customer service levels
- Improve departments’ ability to participate in the preparation process
- To document meeting activities and actions
- To provide for public access to calendars, pre-meeting information, post meeting information and actions taken, including public access via the Town’s public website
- Integration with media management
- Integration with future Electronic Document Management System (EDMS)



Town of Groton Overview

The Town of Groton is located in New London County in the southeastern section of Connecticut. Groton shares with New London one of the finest natural harbors on the eastern seaboard, and covers 38.3 square miles along 40 miles of coastline on Long Island Sound.

Since 1957, Groton has been governed by a Town Council-Town Manager-Representative Town Meeting (RTM) structure. This structure combines a modern professional approach with the traditional Town Meeting form.

The Town Council (a nine member elected body) is responsible for determining policy and appointing the Town Manager to execute this policy and administer the day-to-day affairs of the Town. The Council holds public hearings on the budget and sets the property tax mill rate. One of the nine members is appointed Mayor by the Council to serve as chairman of the Council's meetings and act as the Town's representative at ceremonial functions. Council members are elected for two-year terms. Each party nominates a full slate and the nine candidates with the greatest number of votes are elected.

The Town Manager is appointed by and is directly responsible to the Council and serves for no definite term, but at the pleasure of the Council. The manager has the power to appoint and dismiss his staff, subject to the merit system. The Town Manager is responsible for preparation of the general government budget. He accepts the Board of Education budget and presents a combined proposal for expenditures to the Council. Before approving the budget, the Council must hold a public hearing. Following approval, the Council sends the budget to the RTM (a forty-one member elected body) for consideration and final approval.

The RTM must approve the budget before the Town Council sets the tax mill rate, and approves any appropriation over \$10,000 during the fiscal year. The RTM has the power of veto over the Town Council's legislative ordinances. The RTM has the power of initiative to propose to the Council any ordinance or other measure, which if not passed by the Council, goes to the voters at a referendum. RTM members are elected by voting districts for two-year terms.

In addition to the Town Council and the RTM, Groton voters elect a Town Clerk, a Judge of Probate, two Registrars of Voters and nine members of the Board of Education for four-year terms.

Departments/Divisions include:

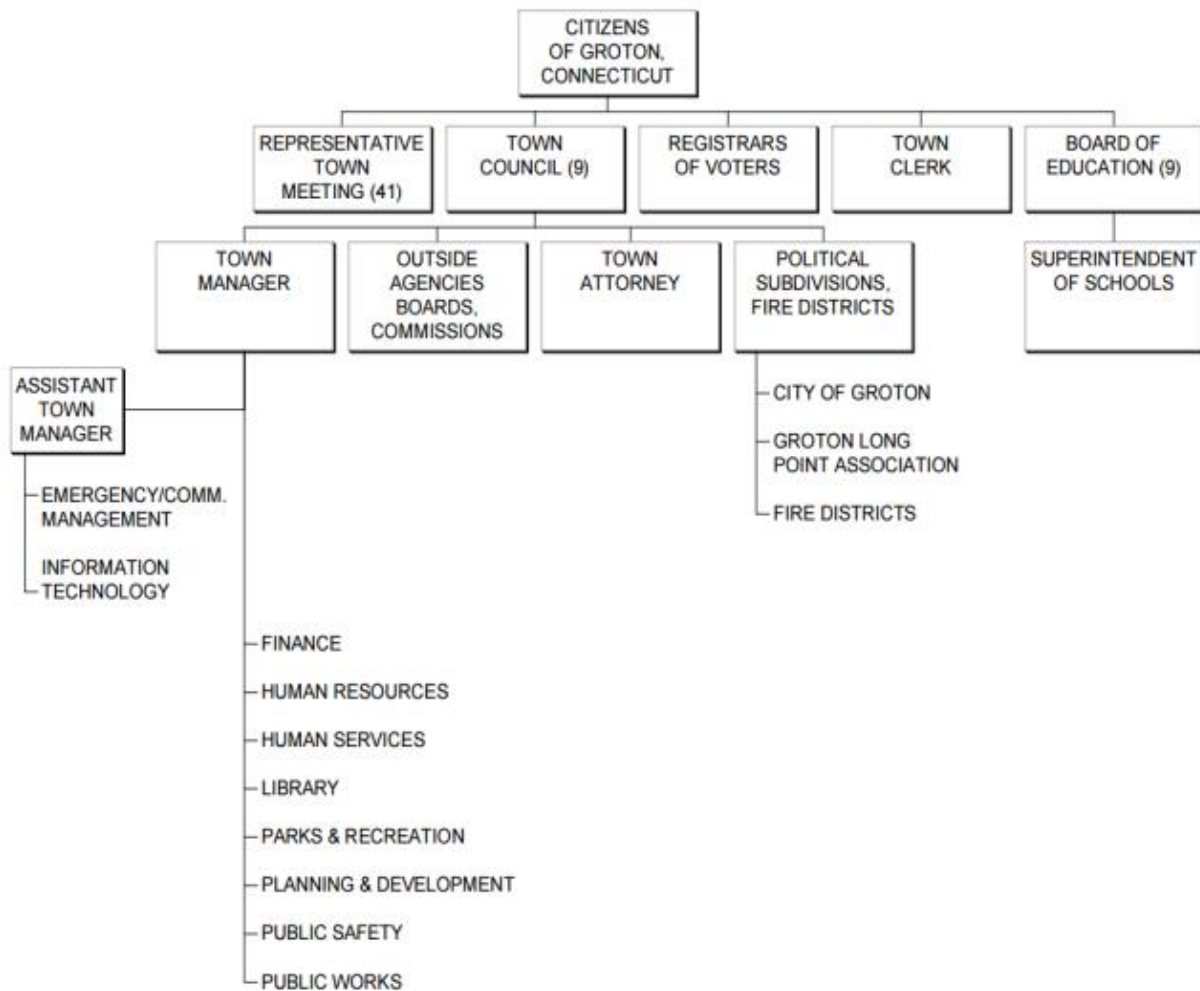
- Education
- Emergency Management
- Finance
- Fire Departments
- Groton Public Library
- Human Resources
- Human Services
- Information Technology / GIS
- Parks and Recreation
- Planning and Development Services
- Police
- Public Works
- Town Clerk
- Town Manager

Additional information is obtainable at <http://www.groton-ct.gov/>.



Town of Groton Organizational Chart

Figure 1 - Organizational Chart





Town Council, Boards and Commissions

The following are the Town of Groton Council, Boards and Commissions that will or could potentially use the Agenda/Legislative Management system.

Town Manager/Town Clerk

- Town Council
- Town Council Personnel and Appointments Committee
- Town Council Rules Committee
- Groton Resource Recovery Authority
- Representative Town Meeting (RTM)
- RTM Finance Committee
- RTM Community Development and Services Committee
- RTM Education Committee
- RTM Recreation Committee
- RTM Public Safety Committee
- RTM Public Works Committee
- RTM Rules and Procedures Committee

Public Works

- Permanent School Building Committee
- Water Pollution Control Authority
- Energy, Efficiency and Conservation Committee

Planning and Development Services

- Building Code Board of Appeals (currently inactive)
- Community Development Advisory Committee
- Conservation Commission
- Economic Development Commission
- Fair Rent Commission
- Harbor Management Commission
- Historic District Commission
- Housing Code Board of Appeals (currently inactive)
- Inland Wetlands Agency
- Neighborhood Revitalization Zone (NRZ) Implementation Committee (currently inactive)
- Planning Commission
- Zoning Board of Appeals
- Zoning Commission
- Committee of Chairpersons
- Mystic Cooperative Task Group

Parks and Recreation

- Copp Family Park Board of Overseers
- Golf Advisory Board
- Parks and Recreation Commission
- Pequot Woods Board of Trustees
- Trails Coordinating Task Force

Other

- Traffic Authority
- Retirement Board
- Board of Assessment Appeals



System Functionality Requirements

The Town of Groton is looking for a complete, integrated Agenda/Legislative Management system that can be used Town-wide for all Town meetings. The following is a brief list of primary functionality.

The Town seeks to install the system utilizing the vendor to provide all services, including software, installation, process discovery, training, project management, interfaces, conversion assistance, maintenance, and support.

Minimum Functionality Requirements

- Agenda and Minutes Management
- Legislative Management
- Media Management, Audio and Video (Optional)
- Web-based User Access
- Processes and Workflow Management
- Notification and Alerts
- Web Publishing
- Mobile Access
- Public Inquiries

Recommended Hardware Platform Specifications

Applicable hardware specifications with sizing documentation should also be provided.

SaaS/Cloud Based Option – Hardware and Technical Specifications

The Town is interested in investigating SaaS/Cloud options for the proposed system solution. Please provide minimum technical requirements required on the Town's end for any SaaS/Cloud option proposed.



Process and Schedule

The process is for the Town to review the responses, evaluate the solutions, and finalize a project scope of work. Using subsequent interviews, demonstrations, reference checks, and/or site visits, the Town will then make a final decision.

The following is the current estimated timeline:

Table 1 - Selection Process Schedule

Selection Process Step	Date
RFQ Release	Monday, September 26, 2016
Vendor Questions Deadline	Tuesday, October 4, 2016
Answers to Vendor Questions Publication	Friday, October 7, 2016
Response Submittal Deadline	Friday, October 14, 2016
Vendor Finalists (Short-List) Decision	Friday, October 21, 2016
Demonstrations by Vendor Finalist(s)	Week of October 31–November 4
Final Vendor Selection	Week of November 7-11
Contract Negotiations Timeframe	Week of November 14-18
Implementation “ Start ” Timeframe	Second week of December



2. Evaluation Criteria

The Town reserves the right to select the vendor who best meets the overall needs of the Town, based primarily on the following criteria (not listed in any order of importance):

- Overall capability to provide required software features and capabilities
- Flexibility of application software, including availability of tools to allow novice users to access, inquire and report as necessary
- Amount of vendor support available for installation, conversion, training, ongoing updates/enhancements, and software support
- Total system costs over a ten-year period, including direct and indirect costs
- Vendor performance record to date in meeting requirements of existing customers, including availability of similar clients and implementations to allow reference investigation
- Expandability of proposed solution, including ease of upgrading proposed system by adding components to accommodate future needs
- Adherence to requested Information specifications, thoroughness of response, as well as overall format of presentation
- Vendor financial stability, longevity, and strength
- Corporate direction (potential organizational/industry restructurings, mergers, acquisitions, etc.)
- Future technology direction (major changes in architecture, database, platforms, languages, etc.)
- Internal controls provided within system which prevent unauthorized access to data and provide adequate audit trails
- Capability to perform required conversions of existing system files
- Seamless integration of various system modules/components and ability to meet interface/integration requirements
- Ease and intuitive use of software interface (for both internal staff and Web customers)
- Ability to meet contractual requirements



3. Specific Response Requirements

Include the following items in the order listed below, identified accordingly, in the response to this RFQ.

During the information gathering and needs identification process of this project, key issues were discussed regarding alternate information management solutions. Below is a list of specific concerns identified. Please respond to each issue in detail regarding how the proposed solution will satisfy each concern.

Operating Systems

Please provide a description of the proposed server and desktop operating systems used by the proposed system and which server software option is being proposed, including software name, year, and version.

Database

The system is expected to be based on a very stable and flexible relational database standard, preferably MS SQL. Briefly describe the relational database platforms available in the use of the proposed system and which database option(s) are being proposed, including database management system name, year, and version.

User Interface Configurations

Advancing technologies are preferred. Therefore, thin-client architecture or browser user interface (BUI) is preferred. Please describe the proposed system's client/end user access architecture.

Reporting & Dashboard Capabilities

Provide information on overall system/solution reporting capabilities (e.g., standard pre-built reports, ad hoc reporting, executive dashboard, etc.)

Application Security

Describe application and user security features/capabilities. Indicate any special security features (e.g., user security, function security, file security, etc.) provided by the software. Confirm the proposed system's support of Active Directory and if single sign-on capabilities are provided and how this is accommodated. Please describe how this is also accommodated for any SaaS/Cloud based solution proposed.

Application Software

The following functionalities are desired:

- Agenda and Minutes Management
- Legislative Management
- Media Management, Audio and Video (Optional)
- Web-based User Access
- Processes and Workflow Management
- Notification and Alerts



Agenda/Legislative Management System RFQ

Town of Groton, CT

- Web Publishing
- Mobile Access
- Public Inquiries

Complete the *Software Features, Functions, and Capabilities Listing* contained in the electronic file provided with this RFQ (see [Section 6, Appendix A](#)) that details the functionality summarized in the list above.

In addition to the required and optional software information requested in [Section 6](#), provide general information on any other Agenda/Legislative Management or Media Management functionality not requested in this RFQ which may be of interest or benefit.

Software Versioning and Updates

Describe software versioning and update policies/practices. Include, at a minimum, how often updates (new versions) are issued, and confirm that new versions are provided as part of annual maintenance and support fees.

User Access Requirements by Department and Access Type

The following table lists the estimated number of estimated users by department. These are not separate user IDs. Many users will require different types of access to the system (e.g., some full access = Town Clerk, some limited access = Department management submitting requests and packets, etc.).

Table 2 - User Access Requirements

Department	Agenda/Legislative Management Users	Media Management Users
Town Manager	3	3
Town Clerk	5	5
Finance	8	8
Public Works	7	7
Human Services	1	1
Human Resources	3	3
Planning and Development Services	5	5
Information Technology	4	4
Parks and Recreation	4	4
Library	4	4
Total	44	44

User Licensing Model and License Version

Please describe licensing models (e.g., concurrent user, named user, volumes, etc.) and provide examples. Also state the number of the most current version level that has been released for installation in live customer production environments, and confirm what version is being proposed for installation.

Hardware Requirements

Please provide all hardware specifications including servers, workstations, and other equipment. Include estimated costs in [Section 6 \(Appendix G\)](#).



Cost Considerations & SaaS/Cloud Option

Initial one-time costs for licenses, implementation, training, software, travel, and related costs, (hardware if applicable), etc., must be included with the price response. See electronic price response form [Section 6, Appendices G-H](#).

Recurring annual costs should be described in the response, clearly stating what is included (e.g., application upgrades, state and/or federal reporting requirements, hours of support, etc.), in [Section 6, Appendices G and H](#). Unlimited telephone support is preferred. If 24/7 telephone support is available, price responses should clearly indicate total recurring costs for that support option. If after-hours support is only available at an hourly rate, this should clearly be indicated.

The objective is to have **no hidden/unexpected costs**.

The Town would like to consider the proposed solution in a traditional On-Premise model and in a SaaS/Cloud model (if SaaS/Cloud is offered). Please note the instruction in [Appendices G and H](#) and submit additional electronic copies as applicable for each option.

Remote Access

Please describe the proposed solution's remote access environment, including full application access through wireless VPN connectivity (i.e., no vendor software required), remote access with tablets or smart phones (e.g., iPad, Surface, IOS or Android smart phones, etc.)

Telephone and Other Support

Please describe all support services available in [Section 6, Appendix B](#). Specifically address the following issues:

- Normal hours of availability
- Website support information
- Online chat
- Remote system access capabilities
- Access via toll-free 800 number
- Costs
- Quality Assurance program(s)
- Other support services
- Service-Level Agreements (SLA) – response time (by priority or severity levels), escalation processes, and other metrics



Implementation Methodology

Please describe your implementation methodology, with milestones and timeframe. **Include a preliminary implementation schedule** for all applications, including the required time for system and application training, testing, and conversion.

Electronic conversion of existing files is expected and will be considered, depending on cost. Include estimated cost ranges for conversions for existing Legistar files and a description of typical process for conversion.

Training and Education

Provide consulting and training options, including classroom (on-site and off-site), online (group and self-paced), training videos, and manuals. Include pricing for direct training for all required staff and users. Vendors may propose a Train-the-Trainer approach as an option, if available. *At this time, however, direct training provided by the selected vendor is preferred.*

Project Management

A Town project manager and a Town project team will be designated. Vendor is expected to do the same. Please include recommended project management costs ([Section 6, Appendix G](#)) in the response and **describe, in detail, services to be provided**. The Town reserves the right to accept or reject changes in vendor project management personnel.

Customer Implementation Responsibilities

Please describe and/or provide a list of typical customer implementation responsibilities.

Subcontractor and Third-Party Relationships

Please describe any subcontractor relationships and/or third-party providers that will be used for this implementation.

Note: If a vendor chooses to involve a third-party vendor to address some requirements, this must be clearly stated in the response. Be specific when describing applications and the third-party vendor solution provider. Third-party vendors will be required to demonstrate their portion of the application solution along with all other required information being provided by the prime vendor.

Vendor/Reseller Information

Please provide all company information requested in the RFQ [Section 6, Appendices B-E](#). In addition, specifically address the following issues:

- Research-and-development approach and process.
- If used, software reseller/partner company information, customer demographics, and reference information must be provided in addition to software vendor information ([see Section 6, Appendices B, C, D, and E](#)).
- If the proposed solution belongs to a parent/consolidation company, provide only customer base figures and references for the proposed solution ([see Section 6, Appendices D and E](#)).
- Technology direction
- Please describe short-, medium-, and long-term direction regarding major changes in architecture, database, platforms, languages, etc.



Vendor Financial Information

Short-listed vendors may be required to provide copies of the last three (3) years of audited financial statements for their company, including any pending litigation. These will be treated in a confidential manner. **Do not send financial statements with your response.**

Sample Contract

Please provide sample/boilerplate contract(s) that will be used to negotiate the proposed solution.

User Groups

Provide information regarding organized user groups, including frequency and location of user group meetings. Also, indicate who conducts the meetings and who is responsible for establishing meeting agendas. Please also describe any local (state or regional) user groups or meetings.

References and User Base

Please provide references for a minimum of five (5) completed projects of similar scope and nature to the Town of Groton within the last three (3) years, **preferably within the same region.**

A reference worksheet is provided in [Section 6, Appendix E](#).

Please provide total number of customers (software provider and reseller, if applicable) for the applications according to the demographic request worksheet provided in [Section 6, Appendix D](#).

If the proposed solution belongs to a parent/consolidation company, provide only customer base figures and references for the proposed solution (see [Section 6, Appendices D and E](#)).

Additionally, provide a name list of organizations/active customers within the State of Connecticut. Contact information is not necessary.

Lastly, please provide the **number** of new customers (original go-lives) implementing the proposed applications in each of the last three (3) years.



4. Conversions

The sub-sections below summarize the estimated size of the Town and records associated with the existing Agenda Management system and the conversion the Town is requiring.

General Information

Table 3 - General Town Information

Description	Value or Quantity
Town Population	40,136
Town Annual General Fund operating budget	\$45,090,011
Number of Employees	266

Town Council, Boards and Commissionss

Please see the Town Council, Board and Commissions listing provided previously in Section 1 of this RFQ document.

Conversion Information

The Town currently uses Legistar 4.8. Please provide a quote in [Appendix H](#) for the conversion of all existing active and historical Legistar files into the new system.



5. Response Forms and Supporting Information

Vendor Electronic Response File

This section of the RFQ explains the required response forms and other supporting information designed to assist the vendors in their response.

The multi-tab Excel spreadsheet files included as an attachment to this RFQ contain all *Appendices* listed below. *Appendices* must be filled-in and submitted using these electronic forms, and must also be printed and included in the response.

Town of Groton Agenda/Legislative RFQ Appendix A - H.xls

Appendix A Feature/Function Worksheet Tab

Appendix B Vendor Profile

Appendix C Vendor Financial Information

Appendix D Vendor Customer Base

Appendix E Vendor References

Appendix F Vendor General System

Appendix G Project Costs

Appendix H Conversion Costs



6. Response Instructions

This section outlines the information to be included in the response. Please include a table of contents at the beginning of the response clearly outlining the contents of each section.

General Response Instructions

Software features, functions, and capability information should also be submitted electronically using the forms and instructions contained in this RFQ.

- The response should include all costs associated with training, implementation, hardware specifications, conversion assistance, and annual maintenance, and support.

- **Questions** related to this RFQ are to be directed, in writing, to John Piacenza, Purchasing Agent by e-mail at jpiacenza@groton-ct.gov no later than **Tuesday, October, 4, 2016**. Only written questions submitted by email by the above stated date will be accepted.
- Please submit your response by 2:30 pm local time **Friday, October 14, 2016** electronically (1 CD) and in hard copy, as follows:

Printed: **Six (6) copies (and 1 CD) sent to:**
John Piacenza
Purchasing Agent
Town of Groton
45 Fort Hill Road
Groton, CT 06340

Requests for extension of the submission date will not be granted. Vendors submitting responses should allow for normal mail or delivery time to ensure timely receipt of their response.

Responses to the *Specific Response Requirements* identified in Section 3 must be completed and identified appropriately. In addition, all forms and checklists identified in Section 6 must be included in the hard copies of the response. Failure to include any of the requested information may result in disqualification.



Response Format

Responses are to be in accordance with the order and format described, with all blank spaces in the *Appendices* properly filled in. Numbers shall be stated in whole dollars.

Provide the following sections, as a minimum:

- Executive Summary
- Understanding of Project Objectives
- Specific Response Requirements (see *Section 3*)
- Detailed Response and Contractual Requirements (including exceptions taken to any RFQ requirement)
- Remaining Appendices not included in another section

Responses shall be addressed as indicated. All responses must be signed by a duly authorized official representing the vendor. Responses that contain omissions, erasures, alterations, or additions not called for, conditional or alternate responses unless called for, or irregularities of any kind, may be rejected or disqualified.

Modification of responses will be acceptable only if delivered in writing to the place of the response prior to the response due date and time. Should the vendor find discrepancies in, or detect omissions from the RFQ, or be in doubt as to the meaning of any point, they shall at once notify **John Piacenza, Purchasing Agent at jpaciencia@groton-ct.gov**. Written answers/instructions/clarifications will be sent to all vendors. If the response and specifications are found to disagree after the contract is awarded, the Town of Groton shall be the judge as to which was intended. **Vendors are prohibited from contacting any Town officials or employees regarding this RFQ except as specifically noted.** All questions must be directed to **John Piacenza, Purchasing Agent, at jpaciencia@groton-ct.gov**. Failure to comply with this provision may result in rejection/disqualification of the response.

No negotiations, decisions, or actions shall be executed by the vendor as a result of any discussions with any Town officials, employees, and/or consultant. Only those transactions provided in written form from the Town may be considered binding. Also, the Town will only honor transactions from vendors which are written and signed.

The Town reserves the right to terminate the selection process at any time and to reject any or all responses. The contract will be awarded to the vendor whose overall qualifications best meet the requirements specified in this RFQ.

The Town of Groton shall not be liable for any pre-contract costs incurred by interested vendors participating in the selection process.

The contents of each vendor's response—including technical specifications for hardware and software, purchase and lease prices, and hardware and software maintenance fees—shall remain valid for a minimum of 120 calendar days from the response due date.

All responses must include copies of all sample contracts for hardware (if applicable), systems software, application software, hardware maintenance (if applicable), and software support. Please note that all contracts will be subject to negotiation between Corona and the selected vendor.

Please note that the final contract may not include all the applications or all the equipment listed in this RFQ.

This RFQ and the selected vendor's response, including all representations, warranties, and commitments contained in the response and related correspondence shall be contractual obligations included in the written final contract for services, equipment, and software.



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Town of Groton, CT

The Town of Groton will be awarding a contract to a single vendor for all core applications. Vendors are allowed to provide a response that includes subcontractors. However, the Town will be entering into a single agreement with one vendor acting as a prime contractor. The prime contractor will be responsible for the timeliness, quality, and deliverables provided by any subcontractors under the prime contractor's agreement.



7. Disclosures and Contractual Requirements

Please note that any exceptions to the following requirements, as well as other sections of this RFQ, should be addressed in a separate section of the Vendor's response.

Bulletins and Addenda

Any bulletins or addenda to the specifications contained in this RFQ issued during the period between issuance of the RFQ and receipt of responses are to be considered covered in the Response, and in awarding a contract, they will become a part thereof. Receipt of bulletins or addenda shall be acknowledged by the vendors in their response cover letter.

Rejection of Responses

Responses that are not prepared in accordance with these instructions to vendors may be rejected or disqualified. If not rejected, the Town of Groton may demand correction of any deficiency and accept the corrected Response upon compliance with these instructions to proposing vendors.

Acceptance of a Response

Responses submitted are offers only, and the decision to accept or reject will be based on the quality, reliability, capability, reputation, and expertise of the proposing vendors.

The Town of Groton reserves the right to accept the Response that is, in its judgment, the best and most favorable to the interests of the Town; to reject the lowest price Response; to accept any item of any Response; to reject any and all Responses; and to waive irregularities and informalities in any Response submitted or in the RFQ process, provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Proposing vendors should not rely upon, or anticipate, such waivers in submitting their Response.

Insurance

The Contractor, at his expense, will provide, carry and maintain throughout the term of this contract, adequate insurance as requested by the Town that will protect the Contractor, the Town of Groton, its officers, employees and volunteers from any and all claims for loss, damage, injury or death which may arise from the operation of this contract by the Contractor or anyone directly or indirectly employed by them. Policies shall be so written that the Town of Groton will be notified of cancellation at least thirty (30) days prior to the effective date of such cancellation. Certificates showing that all of the Contractor's operations are covered, and stating the coverage with the Town included as an additional insured, the limits of liability, expiration dates and exclusions, if any, will be filed with the Town of Groton before the term of the contract commences.

The Contractor shall provide the Town with certification by a properly qualified representative of the insurer that the Contractor's insurance complies with this section.

All of the insurance policies required shall have the legal company name of the insurer providing coverage, and contain the current rating of the insurer as provided by "Best's Insurance Reports", which must be A-, VII or above. This obligation applies to coverage written on an occurrence as well as a "claims-made" basis.



Agenda/Legislative Management System RFQ

Town of Groton, CT

The Insurance Certificate must state whether coverage is written on an "occurrence" basis or a "claims-made" basis. All insurance must maintain that the Town is an "additional insured" for General Liability and Umbrella policies, and any other coverage as the Town may require for specific projects. Such insurance must be issued by insurance companies licensed to write such insurance in the State of Connecticut.

The Town of Groton, its officers, officials, employees and volunteers are to be covered as insured as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied, or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees, or volunteers.

The Contractor's insurance coverage shall be primary insurance as respects the Town, its officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Section A. Worker's Compensation and Employer's Liability

Worker's Compensation must be provided in accordance with the Worker's Compensation Laws of Connecticut. Should a Contractor be involved in operations requiring coverage under special State or Federal Acts, such as Maritime or Railroad, the Contractor must provide evidence of this coverage. Should a Contractor be exempt from the Worker's Compensation Laws of the State of Connecticut, or any other State or Federal requirements, evidence of such exemption must be provided to the Town and a "Hold-Harmless" agreement provided in language satisfactory to the Town holding it harmless in the event of any claim for injury or damages. Contractors based out-of-state must provide evidence that their Worker's Compensation policy will cover injuries/illnesses sustained while working in the State of Connecticut.

The Contractor is responsible for ensuring that all of its subcontractors carry Worker's Compensation Insurance, as described above.

Employer's Liability must be provided in accordance with the following limits:

- \$500,000 each - Bodily Injury
- \$500,000 disease - Policy Limit - Bodily Injury
- \$500,000 disease - Each Employee - Bodily Injury

Section B. General Liability

Occurrence Policy Guidelines

General Liability - Written under commercial or comprehensive form including the following: (Premises/Operation, Products/Completed Operations, Contractual, Independent Contractors, Broad Form Property Damage, and Personal Injury.)

- General Aggregate \$2,000,000
- Products/Completed Operations Aggregate \$2,000,000
- Personal & Adv Injury \$1,000,000
- Each Occurrence \$1,000,000
- Fire Damage (any one fire) \$1,000,000
- Medical Expense (any one person) \$10,000

Excess Liability (Umbrella)

- Each Occurrence \$1,000,000
- Aggregate \$1,000,000



Agenda/Legislative Management System RFQ

Town of Groton, CT

The Town requires that these aggregate limits be maintained by the Contractor as required. It is the responsibility of the Contractor or his representative to notify the Town if ever or whenever claims reduce the General Aggregate below \$2,000,000. If the aggregate limits include defense costs the Town should be so notified. It is the responsibility of the Contractor and his insuring agent to provide the Town with current certificates throughout the contract period keeping the required limits in full force and effect. The Town of Groton reserves the right to modify or change the requirements at any time if it is in the best interest of the Town to do so.

Claims-Made Coverage Guidelines

General Liability - Written under commercial or comprehensive form including the following:

- Premises/Operations
- Products/Completed Operations
- Contractual
- Independent Contractors,
- Broad Form Property Damage and Personal Injury.

The Town requires that the Certificate of Insurance include the retroactive date of the policy. Retroactive dates must be either before or coincident with the Contract's inception.

The Town requires prompt and immediate notice of the following:

- Erosion of any aggregate limits.
- Advance of any retroactive dates.
- Cancellation or non-renewal. Prior 30-day notice.

The Town requires that any extended reporting period premium be paid by the named insured. The reporting of possible claims to the Town of Groton is necessary and the Town retains the right to require that the extended reporting period be invoked by the Contractor at his/her expense. The Town requires that if any excess coverage is secured to meet the requirements that the retroactive dates be concurrent with the primary policy and that the retro dates be either before or coincident with the inception of the Contract. If the retroactive date is moved, or if the policy is canceled or not renewed, the Contractor must invoke the tail coverage option, at no expense to the Town but rather at the expense of the Contractor, in order to adequately assure that the policy meets the above requirements.

Liability Limits: Same as those under "Occurrence Policy Guidelines".

Section C. Automobile Liability

Automobile Liability - coverage for commercial or comprehensive automobile liability (vehicular), covering any auto, all owned autos (private passenger), all owned autos (other than private passenger), hired autos and non-owned autos.

- Combined Single Limit – Bodily Injury/Prop Damage \$1,000,000

Insurance under B & C above must provide for a 30-day notice to the Town of Groton of cancellation, non-renewal, termination, or any restrictive amendment.

Section D. Professional Liability

The Contractor must have professional errors and omissions coverage with a liability limit of \$2,000,000 aggregate. The professional firm must provide proof that these limits are available under the policy depicted in the Certificate of Insurance. The professional is responsible for the



payment of any deductible associated with any claim made against this policy. The firm must state whether the coverage is occurrence form or claims made coverage. If the coverage is claims made it is the Contractor's responsibility to assure that the coverage remains in force not only concurrently with the project dates but as per the terms of the contract specifications.

Additional Insurance Provisions

Endorsements. For Commercial General Liability Insurance and Automobile Liability Insurance, Vendor will ensure that the policies are endorsed to name the Town, its officers, agents, volunteers, and employees as additional insured.

Cancellation. Insurance will be in force during the life of any final contract and any extensions of it and will not be canceled without prior written notice of at least thirty (30) days to the Town sent pursuant to the notice provisions of the final contract.

Failure to Maintain Coverage. If Vendor fails to maintain any of these insurance coverages, then the Town will have the option to declare Vendor in breach of the final contract, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Vendor is responsible for any payments made by the Town to obtain or maintain insurance, and the Town may collect these payments from Vendor, or deduct the amount paid from any sums due Vendor under the final contract.

Submission of Insurance Policies. The Town reserves the right to require, at any time, complete and certified copies of any or all required insurance policies and endorsements.

Primary Coverage. For any claims related to the final contract, the Vendor's insurance coverage will be primary insurance with respect to the Town, its officers, agents, volunteers, and employees. Any insurance or self-insurance maintained by the Town for itself, its officers, agents, volunteers, and employees, will be in excess of Vendor's insurance and not contribute to any judgment rendered against the Town.

Reduction in Coverage/Material Changes. Vendor will notify the Town in writing pursuant to the notice provisions of the final contract at least thirty (30) days prior to any reduction in any of the insurance coverage required pursuant to this RFQ or any material changes to the respective insurance policies.

Waiver of Subrogation. The policies shall contain a waiver of subrogation for the benefit of the Town.



Professional Liability

In performing its professional services, the Vendor will use the degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality at the time the services are provided. The Vendor covenants that it is protected by professional liability insurance in an amount not less than \$2,000,000.00 and will provide certificates of insurance upon request.

Indemnification

The proposing Vendor agrees that it will hold harmless, defend, and indemnify the Town, its officers, agents, volunteers, and employees from and against any and all claims, demands, costs, or liability, including attorney fees, arising out of or in any way connected with the proposing Vendors performance of, or failure to perform, the Work or any part thereof or caused in whole or in part by any act or omission of the Vendor, any of its subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent caused by the active negligence, sole negligence, or willful misconduct of the Town.

Rights to Source Code

Should the selected program contractor or Vendor cease to exist or their organization become financially insolvent, rights to use the source code (for Town use only) shall be granted to the Town of Groton.

Intention

The Vendor shall, unless otherwise specified, supply all installation, conversion, training, transportation, and incidentals necessary for the entire proper implementation of the selected systems. In addition, the Vendor shall be responsible for the implementation in a most professional manner, a complete job and everything incidental thereto, as shown in the Response, stated in the specifications, or reasonably implied, all in accordance with the contract documents.

Rights to Submitted Materials

All responses, inquiries, or correspondences relating to or in reference to this RFQ, and all reports, charts, displays and other documentation submitted by the Vendor shall become the property of the Town of Groton when received. The Town reserves the right to use the material or any ideas submitted in any response to the RFQ.

Vendor Demonstrations

Vendors may be requested, at no cost to the Town of Groton, to demonstrate the proposed software and hardware systems at a mutually agreeable date and site.

Assignment

It is mutually understood and agreed that the Response and any final contract will be binding upon the Vendor and its successors. Neither this RFQ, any final contract nor any part of either, or any monies due or to become due under them, may be assigned by Vendor without the prior written consent of the Town.



Vendor's Representations and Warranties

In order for the Town of Groton to accept a Response, each vendor, by submitting a response, thereby represents and warrants as follows:

Status of Vendor. Vendor will perform the Work in Vendor's own way and pursuant to any final contract as an independent contractor and in pursuit of Vendor's independent calling, and not as an employee of the Town. The persons used by Vendor to provide the Work under any final contract will not be considered employees of the Town for any purposes.

The payment made to Vendor pursuant to any final contract will be the full and complete compensation to which Vendor is entitled. The Town will not make any federal or state tax withholdings on behalf of Vendor or its agents, employees, or subcontractors. The Town will not pay any workers' compensation insurance, retirement contributions, or unemployment contributions on behalf of Vendor or its employees or subcontractors. Vendor agrees to indemnify and pay the Town within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or Workers' Compensation payment which the Town may be required to make on behalf of Vendor or any agent, employee, or contractor of Vendor for work done under any final contract. At the Town's election, the Town may deduct the amounts paid pursuant to this section, from any balance owing to Vendor.

Vendor understands that its professional responsibility is solely to the Town. Vendor warrants that it presently has no interest, present or contemplated, and will not acquire any direct or indirect interest that would conflict with its performance of any final contract. Vendor further warrants that neither Vendor, nor Vendor's agents, employees, subcontractors and vendors, have any ancillary real property, business interests, or income that will be affected by this RFQ or final contract or, alternatively, that Vendor will file with the Town an affidavit disclosing this interest. Vendor will not knowingly, and will take reasonable steps to ensure that it does not, employ a person having such an interest in the performance of a final contract. If after employment of a person, Vendor discovers that it has employed a person with a direct or indirect interest that would conflict with its performance of a final contract, Vendor will promptly disclose the relationship to the Town and take such action as the Town may direct to remedy the conflict.

Discrimination and Harassment Prohibited. Vendor will comply with all applicable local, state, and federal laws and regulations prohibiting discrimination and harassment.

Jurisdiction, Venue, and Governing Law. Any action at law or in equity brought for the purpose of enforcing a right or rights provided for by this RFQ or final contract will be tried in a court of competent jurisdiction in New London County, State of Connecticut and Vendor and the Town will waive all provisions of law providing for a change of venue in these proceedings to any other county. This RFQ and any final contract will be governed by the laws of the State of Connecticut.

Waivers. The waiver by either the Town or Vendor of any breach or violation of any term, covenant, or condition of this RFQ or any final contract or of any provisions of any ordinance or law will not be deemed to be a waiver of such term, covenant, condition, ordinance or law. The subsequent acceptance by either party of any fee or other money, which may become due hereunder, will not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this agreement or any applicable law.

Authority. The individuals executing this RFQ and the instruments referenced in it on behalf of Vendor each represent and warrant that they have the legal power, right and actual authority to bind Vendor to the terms and conditions of this RFQ.



Compliance with Laws

Vendor will keep fully informed of federal, state, and local laws and ordinances and regulations which in any manner affect those employed by Vendor, or in any way affect the performance of the Work by Vendor. Vendor will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the Work with all applicable laws, ordinances, and regulations.

Qualifications

It is expected that the proposing Vendor has the requisite experience, ability, capital, facilities, organization, and staff to enable the proposing Vendor to perform the work successfully and promptly, and to commence and complete the work within the proposed price and time frame.

Acknowledgments

By submitting a response, a proposing vendor acknowledges and agrees to each of the following:

Reliance

The Town of Groton is relying on all warranties, representations, and statements made by the vendors in their responses.

Reservations of Rights

The Town of Groton reserves the right to reject any and all Responses, reserves the right to reject the lowest priced Response, and reserves such other rights as are set forth in the instructions to proposing vendors.

Acceptance

If a vendor's response is accepted by the Town, the vendor shall be bound by each and every term, condition and provision contained in the RFQ, the vendor's Response and in the final contract to be negotiated between the selected vendor and the Town.

Remedies

Each of the rights and remedies reserved to the Town of Groton in this *RFQ* shall be cumulative and additional to any other or further remedies provided in law or equity.

Severability

The provisions of this RFQ shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this RFQ shall be held invalid, illegal, or unenforceable by a court with jurisdiction in the State of Connecticut, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this RFQ shall be in any way affected thereby.

Amendments

No modification, addition, deletion, revision, alteration, or other change in this RFQ shall be effective unless and until such change is reduced to writing and executed and delivered by the Town of Groton to the prospective vendors.



8. Appendices A-H – Electronic Response

Appendices A-H are provided as a separate Microsoft Excel file as a companion to this document.